

Exhibit A to Letter to American Media, Inc., dated September 20, 2018

Statement of Admitted Facts

1. American Media, Inc. ("AMI") is a corporation based in New York. AMI owns and publishes magazines, supermarket tabloids, and books, including the *National Enquirer*, *OK! Magazine*, *Star Magazine*, *Radar Online*, *Men's Journal*, and *Muscle & Fitness Her's*.

2. As set forth in more detail below, on or about August 10, 2016, AMI made a payment in the amount of \$150,000, in cooperation, consultation, and concert with, and at the request and suggestion of one or more members or agents of a candidate's 2016 presidential campaign, to ensure that a woman did not publicize damaging allegations about that candidate before the 2016 presidential election and thereby influence that election.

3. In or about August 2015, David Pecker, the Chairman and Chief Executive Officer of AMI, met with Michael Cohen, an attorney for a presidential candidate, and at least one other member of the campaign. At the meeting, Pecker offered to help deal with negative stories about that presidential candidate's relationships with women by, among other things, assisting the campaign in identifying such stories so they could be purchased and their publication avoided. Pecker agreed to keep Cohen apprised of any such negative stories.

4. In or about June 2016, an attorney representing a model and actress attempting to sell her story of her alleged extramarital affair with the aforementioned presidential candidate contacted an editor at the *National Enquirer*. Pecker and the editor called Cohen and informed him of the story. At Cohen's urging and subject to Cohen's promise that AMI would be reimbursed, the editor began negotiating for the purchase of the story. On June 20, 2016, the editor interviewed the model about her story. Following the interview, AMI communicated to Cohen that it would acquire the story to prevent its publication.

5. On or about August 5, 2016, AMI entered into an agreement with the model to acquire her "limited life rights" to the story of her relationship with "any then-married man," in exchange for \$150,000. It was also agreed that AMI would feature her on two magazine covers and could publish over one hundred magazine articles authored by her. AMI agreed to pay the model \$150,000 – substantially more money than AMI otherwise would have paid to acquire the story – because of Cohen's assurances to Pecker that AMI would ultimately be reimbursed for the payment. Despite the cover and article features to the agreement, AMI's principal purpose in entering into the agreement was to suppress the model's story so as to prevent it from influencing the election. At no time during the negotiation for or acquisition of the model's story did AMI intend to publish the story or disseminate information about it publicly. On or about August 10, 2016, AMI sent \$150,000 to an attorney representing the model.

6. Between in or about late August 2016 and September 2016, Cohen called Pecker and stated that he wanted to be assigned the limited life rights portion of AMI's agreement with the model, which included the requirement that the model not otherwise disclose her story. Pecker agreed to assign the rights to Cohen for \$125,000. Pecker instructed a consultant who works for AMI to complete the assignment through a company unaffiliated with AMI. On September 30,

2016, Pecker signed an assignment agreement, which contemplated the transfer of the limited life rights portion of AMI's agreement to an entity that had been set up by Cohen for \$125,000. The consultant delivered the signed assignment agreement to Cohen, along with an invoice from a shell corporation incorporated by the consultant for the payment of \$125,000, which falsely stated the payment was for an "agreed upon 'flat fee' for advisory services." However, in or about early October 2016, after the assignment agreement was signed but before Cohen had paid the \$125,000, Pecker contacted Cohen and told him that the deal was off and that Cohen should tear up the assignment agreement.

7. Following the 2016 presidential election, AMI published articles written by the model in *OK! Magazine* and *Star Magazine*, featured her on the cover of *Muscle & Fitness Her's*, and published articles in *Radar Online* featuring the model. The publication of these articles was intended, at least in part, to keep the model from commenting publicly about her story and her agreement with AMI.

8. At all relevant times, AMI knew that corporations such as AMI are subject to federal campaign finance laws, and that expenditures by corporations, made for purposes of influencing an election and in coordination with or at the request of a candidate or campaign, are unlawful. At no time did AMI report to the Federal Election Commission that it had made the \$150,000 payment to the model.

9. AMI has cooperated with the United States Attorney's Office for the Southern District of New York and the Federal Bureau of Investigation during its investigation and provided substantial and important assistance to the investigating agents and prosecutors during the course of the grand jury investigation in the Southern District of New York. Among other things, AMI has made various personnel from AMI available for numerous interviews; engaged outside counsel to ensure the integrity of its compliance with and responses to subpoenas; and responded to numerous requests from prosecutors for various specific items of information. AMI has also agreed in connection with the Non-Prosecution Agreement to implement specific improvements to its internal compliance to prevent future violations of the federal campaign finance laws.